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AUG 28 2013

T. BROWN

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**ARTICLES OF AMENDMENT
TO AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
EBENEZER HOLDINGS CORP., a Florida corporation**

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The undersigned, as the Vice President of EBENEZER HOLDINGS CORP., a Florida corporation, does hereby certify that these Articles of Amendment to the Amended and Restated Articles of Incorporation provided for herein were adopted by the shareholders and directors on the 27th day of August, 2013.

The shareholders and directors entitled to vote on these Articles of Amendment, approved such amendment by a Special Action by Written Consent of the Shareholders and Directors, dated same date hereof, such that the number of votes cast for the amendment was sufficient for approval by the shareholders and directors. Capital terms used in this Amendment shall have the meaning as defined in the Amended and Restated Articles of Incorporation and the Mortgage or as defined herein.

As used herein the following shall apply: words in text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

AMENDMENT

1. Article III – Purpose of the Corporation shall be amended as follows:

"The purpose of the Corporation shall be limited to owning, operating, managing and leasing the property commonly known as HUNTERS RIDGE (the "Property") and activities incidental thereto. The Corporation shall be prohibited from incurring indebtedness of any kind except for the mortgage loan and ~~other indebtedness with respect to the indebtedness pending from Transamerica Life Insurance Company (the "Lender") in the principal amount of \$12,250,000.00~~ (the "Indebtedness") and trade payables incurred in the ordinary course of business.

2. Article XII (1) (c), (d), (e), (f) and (g) shall be amended as follows:

"(c) Instituting proceedings to have the Corporation ~~or the Property Owner~~ adjudicated as bankrupt or insolvent;

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(d) consenting to the institution of bankruptcy or insolvency proceedings against the Corporation ~~or the Property Owner;~~

(e) filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Corporation ~~or the Property Owner~~ of its debts under federal or state law relating to bankruptcy;

(f) seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation ~~or the Property Owner~~ or a substantial portion of the properties of the Corporation;

(g) making an assignment for the benefit of the Corporation's ~~or the Property Owner's~~ creditors; or

(h) taking any action or causing the Corporation ~~or the Property Owner~~ to take any action in furtherance of the foregoing."

3. Article XII(2)(c) shall be deleted in its entirety.

4. Amend Article XII (2) (d) is amended to read as follows:

"(2) dissolve, liquidate, consolidate, merge, or sell all or substantially all of the Corporation's assets ~~or cause the Property Owner to dissolve, liquidate, consolidate, merge, or sell all or substantially all of its assets; or.~~"

5. Article XII (2) (e) is deleted in its entirety.

6. Article XII (3) shall be deleted in its entirety and replaced with the following:

"For so long as the Indebtedness is outstanding, the Corporation shall not:

- (i) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;
- (ii) acquire or own any assets other than (A) the Property, and (B) such incidental Personal Property as may be necessary for the operation of the Property;
- (iii) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise

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- dispose of all or substantially all of its assets or change its legal structure;
- (iv) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the Legal Requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;
 - (v) Own any subsidiary, or make any investment in, any Person;
 - (vi) Commingle its assets with the assets of any other Person;
 - (vii) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligations), other than the Indebtedness, unsecured trade payables and unsecured equipment leases (both of which must be incurred in the ordinary course of business relating to the ownership and operation of the Property) provided the same (x) do not exceed at any time in the aggregate a maximum amount of three percent (3%) of the outstanding principal amount of the Note, and (v) are paid within sixty (60) days after the date incurred;
 - (viii) Fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person;
 - (ix) Enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliates, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;
 - (x) Maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;
 - (xi) Assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;
 - (xii) Make any loans or advances to any Person;
 - (xiii) Fail to file its own tax returns (unless prohibited by Legal Requirements from doing so) provided, however, the Corporation shall be entitled to file a consolidated return with any one or more of its affiliates, Maranatha Holdings, LLC and Mara Properties, Inc. unless prohibited by Legal Requirements;
 - (xiv) Fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its

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- business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;
- (xv) Fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operation;
 - (xvi) Fail to allocate shared expenses (including shared office space) and to use separate stationery, invoices and checks;
 - (xvii) Fail to pay its own liabilities (including salaries of its own employees) from its own funds; and
 - (xviii) Acquire obligations or securities of its partners, members, shareholders or other Affiliates, as applicable.

For the purposes hereof capitalized terms used but not otherwise defined herein have the meanings set forth in the "Amended and Restated Mortgage, Security Agreement and Fixture Filing" securing the Indebtedness.

7. Article XII (4) is amended to read as follows:

"The Board of Directors is to consider the interests of the Corporation's creditors ~~and the Property Owner's creditors~~ in connection with all Corporation actions."

8. This First Amendment to the Amended and Restated Articles is dated as of an even date herewith and shall be effective upon the filing with the Secretary of State of Florida.


[Signatures on the Following Page]

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IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal
as of this 21st day of August, 2013.

EBENEZER HOLDINGS CORP., a
Florida corporation

By: 
Robert McArthur
Vice President

(Corporate Seal)

[Signatures on the Following Page]

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IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal
as of this 27th day of August, 2013.

SHAREHOLDER:

Mara Properties Inc., a Florida
corporation, its sole shareholder

By: Robert J. McArthur
Robert McArthur
Its: Vice President


(Corporate Seal)


[Signatures on the Following Page]

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IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal
as of this 27th day of August, 2013.

DIRECTORS:


Robert McArthur


James McArthur


Shirley McArthur